



1 Introducing the terms

1.1 These equipment terms and conditions (terms) form a legally binding agreement between you, the merchant, and us, The Standard Bank of South Africa Limited (registration number 1962/000738/06).

1.2 The terms become effective when you choose our merchant solutions product and we provide you with equipment to use, as part of our agreement. **This means that you agree to the terms and warrant (promise) that you can enter into a legally binding agreement.**

1.3 You must know, understand and comply with the terms. The terms apply together with the merchant solutions terms. This means that all the documents referred to in the merchant solutions terms will also apply to you.

1.4 **Pay special attention to the clauses in bold, as they may exclude or limit our liability (responsibility) to you or involve some risk for you.**

1.5 **You must make sure that the equipment is suitable for your needs.**

2 Definitions

The words below have the meanings set out next to them unless the context clearly indicates a different meaning.

Word	Meaning
app	A mobile application that is available for use on the card machine.
app provider	A person we approve to provide an app through the card machine. We can also be an app provider.
card machine	The device which we give you to process transactions. This forms part of the equipment.
equipment	As defined in the merchant solutions terms.
initial period	As defined in the merchant solutions terms.
merchant	As defined in the merchant solutions terms.
merchant solutions terms	The terms and conditions that apply to our product, merchant solutions.
OEM warranty	The original equipment manufacturer's warranty.
OEM warranty period	The period for which the OEM warranty for the equipment is valid, starting on the date on which you buy the equipment from us. Unless we let you know otherwise, the OEM warranty period is set out in the documents we give you for the equipment.
transaction	As defined in the merchant solutions terms.

3.12 keep the equipment features and all security and fraud prevention measures confidential;

3.13 use the card machine to process the transactions and for nothing else;

3.14 make sure that the equipment is not tampered with and that there is no unauthorised access to it.

4 Our responsibilities

4.1 If you fulfil your obligations, we will provide you with the equipment, for rent or to buy. Where we rent the equipment, which includes the data SIM card(s) inside a card machine to you, it remains our property or that of our licensors.

4.2 **When we deliver the equipment to you, we will assume the equipment is in good order and repair and without any damage, unless you let us know otherwise at the time of delivery.**

4.3 We will decide what equipment you may have and whether you will rent or buy it.

5 Fees

In addition to any other fees you may have to pay us in terms of the agreement:

5.1 if you rent the equipment from us, you must pay us a monthly terminal rental fee as agreed with you under the agreement, or as set out in the merchant solutions pricing brochure.

a) Unless we tell you otherwise, the monthly terminal rental will include the rental fee, any training materials and a maintenance plan for the equipment.

b) If you want to upgrade the equipment, we will adjust your terminal rental to include the fee for such upgraded equipment.

5.2 If you buy the equipment from us, you must pay us a once-off purchase amount. We will debit the purchase amount from the bank account if you ask us to.

5.3 We may charge you a once-off administration or installation fee when we install the equipment.

5.4 We calculate your terminal rental on the basis that we will rent the equipment to you for the initial period. If our relationship ends before the initial period is over, we may charge you a deinstallation fee. This fee is as agreed with you under the agreement or as set out in the merchant solutions pricing guide.

5.5 The deinstallation fee will also apply if you no longer want to use the equipment, or if you decide to downgrade it before the end of the initial period.

6 Buying the equipment

6.1 If we give you the option to buy the equipment then, depending on the type of equipment and whether maintenance is included in the purchase price, we will be responsible for maintaining the equipment during the OEM warranty period.

6.2 If anything happens to the equipment you bought during or after the expiry of the OEM warranty period and it is not covered by the OEM warranty, we or our representatives will decide whether we can repair the equipment or replace it.

a) If we have to replace the equipment, we will not replace it until we get the replacement value of the equipment from you.

b) If we decide to repair the equipment, we will charge you an amount which will let you know about for the repair costs.

7 Collecting the equipment and finalising transactions

7.1 If our relationship ends, then, unless we let you know otherwise, we will send our personnel or a representative to collect the equipment from you on a business day during the notice period. You can find details about giving us notice, or us giving you notice, in the merchant solutions terms.

3 Your responsibilities if you rent the equipment

You must:

3.1 use the equipment in line with the manuals, training or directions we give you;

3.2 look after the equipment, which means you must store it in a safe place, carry it in a safe manner and keep it away from contact with liquid, heat or materials that may damage it or its functionality in any way;

3.3 not let anyone other than our authorised personnel or representatives change, maintain, program or repair any equipment; make sure that the card machine can connect to the internet because if it cannot connect to the internet, then you cannot process transactions;

3.5 not rent, lend, sell or give the equipment to any person or otherwise dispose of it;

3.6 not move or remove the equipment from the site where it is intended to be used unless we agree to this beforehand and you must make sure that the equipment is under your control. We may immediately collect the equipment and/or terminate the agreement if you do not comply with this clause 3.6;

3.7 not remove the data SIM card(s) from inside the card machine or use the SIM card(s) for any purpose other than what was intended, which is to process transactions. **If we find out that you or your personnel have used a SIM card for any other reason, you will be responsible for all related costs;**

3.8 not make any changes to the equipment or the software installed on the equipment;

3.9 look after all power and telephone connections (including data transmission links) for the equipment in line with our instructions; not remove any serial numbers, markings, plates or other marks of ownership from any equipment;

3.11 make sure that your personnel are trained to use the equipment. If you ask us, we will train one of your key personnel for this purpose at a cost;

<p>a) If we cannot collect the equipment or if the equipment is damaged, we may debit your bank account for the replacement value of the equipment.</p> <p>b) If we must come to your premises more than once to collect the equipment, we will also charge you a collection fee. If, during the notice period, you cannot hand over the equipment to us or if you are otherwise unavailable, your notice period will be automatically extended and we will continue to charge you as if the agreement was not terminated, until we have managed to collect the equipment from you.</p>	<p>10.3</p>	<p>you an “unnecessary call-out” fee together with the fee that we charge you to repair or replace the equipment. We will decide whether we can repair or replace the equipment. If we repair or replace the equipment, we will not give it back to you until you pay us the fees you owe us.</p> <p>If we decide to replace the defective equipment, we will replace it with similar equipment of the same value and with the same functionality. You must let us know at the time we collect the equipment whether you have managed to batch all your transactions. If you do not, then we may not be able to present the transactions for payment to the issuers within the required time resulting in late settlement. This means that the transaction(s) will be charged back to you. We are not responsible for any losses you suffer for late settlement.</p>
<p>7.2 You must make sure that you have batched all your transactions to us before we collect the equipment.</p> <p>a) If you do not do this, we may not be able to present the transactions for payment to the issuers within the required time (late settlement), which means that the transaction(s) will be charged back to you.</p> <p>b) We are not responsible for any losses you suffer for late settlement.</p>	<p>11</p> <p>11.1</p>	<p>Equipment software or app updates</p> <p>We or any app provider may update or modify the equipment software or any app. You will always be required to use the most recent version(s). If you need to make any changes to how you use the equipment software or app(s), this will be at your cost.</p> <p>If you continue to use the equipment or app after an update, it means that you accept the update.</p>
<p>8 Installing and maintaining the equipment</p> <p>8.1 If you rent equipment from us, we are responsible for setting up, installing and maintaining our equipment.</p> <p>8.2 If you buy your own card machine, then it will be delivered to you and we will give you instructions on how to use it.</p> <p>8.3 You give consent for us to enter your premises, whenever required, to install, maintain, upgrade and/or repair the equipment and to inspect the condition and operation of equipment owned by anyone else. If you use equipment that belongs to someone else to process the transactions, we may need to confirm that they meet our requirements. We will let you know about this when we approve you to process transactions.</p> <p>8.4 Depending on our arrangement with you, either we or you will install the equipment in a suitable position at your premises and we will activate the equipment.</p> <p>8.5 We may limit your access to the equipment or disable certain functionalities if you have been using our merchant solutions product for less than 12 months, if we suspect that you are involved in any prohibited activity or if you breach the agreement.</p>	<p>11.2</p> <p>12</p> <p>12.1</p> <p>12.2</p>	<p>Insuring the equipment that you rent from us</p> <p>You must insure the equipment at its replacement value. We will tell you what the replacement value if you ask us.</p> <p>If you choose insurance for the equipment through a company which is associated with us, you must sign a separate debit order mandate to pay the premiums for this. You will be bound by the terms of the insurance policy.</p>
<p>9 Using the apps</p> <p>9.1 If you rent a card machine from us or one of our service providers, there may be apps on the card machine that you can use for your business. If applicable, the app provider will provide you with terms and conditions that you must accept when you sign up for an app. Unless we tell you that we are an app provider, they are independent of us and their terms and conditions will apply to the apps they provide. We are not responsible for the security, function, content or any other aspect of an app or any loss you suffer in connection with an app provider’s use of your information.</p> <p>9.2 You may not, and you may not allow anyone else to:</p> <p>a) restrict, or engage in any activity that prevents any other person from using an app;</p> <p>b) rent, lease, loan, trade, sell, re-sell or otherwise charge any party for access to an app;</p> <p>c) reverse-engineer, disassemble, reconstruct or decompile any object code relating to an app;</p> <p>d) damage, disrupt, or impede the operation of our services or systems;</p> <p>e) use or launch any automated system, including robots, spiders or offline readers to access an app in a way that sends more request messages to our servers than a human could reasonably produce in the same time using a conventional online web browser; or</p> <p>f) transmit any viruses, worms, defects, Trojan horses or any programming of a destructive nature through an app.</p> <p>9.3 An app provider is solely responsible for the operation of the app. However, if you have any questions about how to use the app or any problems with the app, you can also contact us for help.</p>	<p>13</p> <p>14</p> <p>14.1</p> <p>14.2</p> <p>14.3</p> <p>14.4</p>	<p>Your premises</p> <p>If you rent your business premises and you rent the equipment from us or one of our service providers, you must let your landlord know that the equipment does not belong to you and is not subject to the landlord’s hypothec. This means that if the landlord makes a claim against you, the equipment does not and cannot form part of the claim.</p> <p>Cancelling the terms</p> <p>You can stop using the equipment at any time. If you also want to cancel the terms, then you must follow the process set out in the merchant solutions terms.</p> <p>We may stop you from using the equipment and/or cancel the terms, for example if:</p> <p>a) we believe or suspect that you are using the equipment wrongly or unlawfully (illegally) or for any prohibited activity;</p> <p>b) we stop providing the equipment;</p> <p>c) we have asked you to correct your breach of the terms, the merchant solutions terms or any transaction schedule (if this is possible) and you have not done so at all or have not done so in time;</p> <p>d) you have breached Standard Bank’s general terms and conditions or we have ended our relationship with you under Standard Bank’s general terms and conditions;</p> <p>e) it is necessary to protect Standard Bank, our clients or service providers, our systems;</p> <p>f) we must do so for legal reasons.</p> <p>Depending on the reason, we will do our best to provide you with notice of it beforehand.</p> <p>All the other terms for ending our relationship which are set out in the merchant solutions terms will apply.</p> <p>If you or we cancel the terms, this means that you can no longer use the equipment. This does not cancel the merchant solutions terms or any transaction schedule, which will still be valid.</p>
<p>10 Hardware failures or software faults if you rent the equipment</p> <p>10.1 If you cannot process a transaction, you should refer to the equipment user manual or other training material as a starting point. If that does not work, you must log a fault with our Contact centre.</p> <p>10.2 If we find that the fault is due to your negligence or your own equipment, or that the fault reported is not equipment-related, or that it is not covered by our maintenance plan, we may charge</p>	<p>15</p> <p>15.1</p> <p>15.2</p> <p>15.3</p> <p>16</p> <p>16.1</p> <p>16.2</p>	<p>Legal protections we have to tell you about</p> <p>The Financial Advisory and Intermediary Services (FAIS) Act and the consumer protections it provides do not apply to the terms.</p> <p>The Consumer Protection Act and its protections apply to the terms.</p> <p>The equipment does not qualify for protection provided by the Corporation for Deposit Insurance (CODI). You can find out more about this on the CODI website.</p> <p>Questions and complaints</p> <p>You can refer any questions about the equipment to us at the contact details in the merchant solutions terms.</p> <p>For complaints, you can follow the complaints process set out in the merchant solutions terms.</p>